

RESOLUTION NO. 2015-18

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, SELECTING THE BID OF SOUTHEASTERN ENGINEERING CONTRACTORS, INC. FOR K8 DRAINAGE IMPROVEMENTS ("PROJECT"); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR SUCH PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.07(b) of the Charter of the Village of Key Biscayne, Florida ("Village"), the Village Council desires to authorize the expenditure of Village funds for the capital project consisting of drainage improvements of areas adjacent to the Key Biscayne K8 School (the "Project"); and

WHEREAS, on March 23, 2015, the Village of Key Biscayne ("Village") issued an Invitation to Bid ("Bid") for the Project; and

WHEREAS, in response to the Bid, Southeastern Engineering Contractors, Inc. ("Contractor") submitted a bid for the Project requested; and

WHEREAS, after review and evaluation of the bids submitted in response to the Bid, the Village Manager recommends that the Contractor be selected to perform the Project as the lowest, responsive and responsible bidder; and

WHEREAS, the Village Council desires to select and award the contract to Contractor to perform the Project in the amount of \$297,946.80, and authorizes the Village Manager to execute the Contract for Construction (the "Contract") in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize and award the Contract for the Project to Contractor, and proceed as indicated in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE
OF KEY BISCAIYNE, FLORIDA, AS FOLLOWS:**

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Selection of Bidder and Award of Contract. That the selection and award of the Contract for the Project to Contractor is approved.

Section 3. Capital Project Authorizing Resolution. That pursuant to Section 3.07(b) of the Village Charter, this Resolution shall constitute a Capital Project Authorizing Resolution. The capital Project is the implementation of the Project in the amount of \$297,946.80.

Section 4. Contract Approved; Authorization to Execute Contract. That the Contract, substantially in the form attached hereto as Exhibit "A", between Contractor and the Village for the Project is hereby approved. The Village Manager is hereby authorized to execute the Contract and related or necessary documentation on behalf of the Village, once approved as to form, content and legal sufficiency by the Village Attorney.

Section 5. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the Project and the purposes of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 28th day of April, 2015.


MAYOR MAYRA PEÑA LINDSAY

ATTEST:

Conchita H. Alvarez

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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VILLAGE ATTORNEY

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as "Village"), and **SOUTHEASTERN ENGINEERING CONTRACTORS, INC.**, a Florida corporation, whose mailing address is 12054 N.W. 98th Avenue, Hialeah Gardens, Florida 33018 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, in response to the Village's Invitation to Bid issued on March 23, 2015, Contractor submitted a proposal for the Project (as hereinafter defined);

WHEREAS, Contractor and Village, for the considerations hereinafter named, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1

SCOPE OF WORK

- 1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, Work and incidentals necessary to perform the totality of the obligations imposed upon the Contractor and all of the work for the **K8 DRAINAGE IMPROVEMENTS** (the "Work" or "Project") in accordance with and as described in the Project Manual prepared by Stantec and Contract Documents (as hereinafter defined in Section 4.1), which are incorporated herein by reference and made a part hereof.

ARTICLE 2

CONTRACT TIME

- 2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the Village Manager. The Notice to Proceed will not be issued until Contractor's submission to Village of all required documents, including permits(s), and after execution of this Contract.
- 2.2 **INCENTIVE - DISINCENTIVE COMPENSATION:** The Village desires to expedite construction on this Contract to construct drainage improvements around the Key Biscayne Community School. This is being done in order to minimize the inconvenience to the school and to reduce the time of construction. In order to achieve this, incentive - disincentive provisions are established for the Contract Work Items described below.

Contract Work Item	Incentive — Disincentive Completion Date	Incentive — Disincentive Total Amount
Substantial completion of all contract work as described on the construction plans	60 calendar days from the Notice to Proceed	\$7,500.00

The Village will pay the Contractor an incentive payment in the amount of the "Incentive-Disincentive Amount" as set forth above, and as determined by the Village (and/or its designee or Engineer) and subject to the conditions precedent set forth below. For purposes of the calculation and the determination of entitlement to the incentive payment stated above, the "Incentive-Disincentive Completion Date" will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the Project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, or other such events, forces or factors sometimes experienced in utility construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the "Incentive —Disincentive Completion Date" for the purposes of incentive payment as set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Contract by the Incentive-Disincentive Completion Date, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and materially affecting the Contractor's operations on the Contract, the Contractor and the Village shall agree as to the number of calendar days to extend the "Incentive-Disincentive Completion Date". In the event the

Contractor and Village are unable to agree to the number of calendar days to extend the "Incentive-Disincentive Completion Date", the Village will unilaterally determine the number of calendar days to extend the "Incentive-Disincentive Completion Date" reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Village was arbitrary or without any reasonable basis.

The Contractor shall have no rights under the Contract to make any claim arising out of this incentive payment except as is expressly set forth in this Article.

As conditions precedent to the Contractor's entitlement to any "Incentive-Disincentive" payment the Contractor must:

(1) Actually complete the "Contract Work Item" and obtain written verification of the actual completion date from the Village (and/or its designee or Engineer) on or before the "Incentive-Disincentive Completion Date".

(2) The Contractor shall notify the Village in writing, within 30 days of receiving written verification of the actual completion date of the Contract Work Item by the Village (and/or its designee or Engineer) per (1) above, that the Contractor elects to be paid the incentive payment which the Contractor is eligible to be paid based on the actual "Incentive-Disincentive Completion Date", and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Village, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have as to work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers or subcontractors or other Contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all-inclusive and absolute, save and except any routine Village final estimating quantity adjustments.

Should the Contractor fail to actually complete the Contract Work Item and obtain written verification of the actual completion date from the Village (and/or its designee or Engineer) prior to the Incentive-Disincentive Completion Date, or should the Contractor, having done so, fail to timely request the incentive payment for any reason, and including but not limited to the Contractor choosing not to fully waive, release and acknowledge satisfaction as set forth in (2) above, the Contractor shall have no right to any payment whatsoever under this Article. Notwithstanding the Contractor's election or non-election of the incentive under this provision, the disincentive provision applies to all circumstances where the work in the Contract is not verified as completed by the Village (and/or its designee or Engineer) in writing by the Allowable Incentive-Disincentive Completion Date.

Should the Contractor fail to complete the Contract Work Item on or before the Allowable Incentive-Disincentive Completion Date, as adjusted in accordance with the contract provisions, the Village shall deduct the "Incentive-Disincentive Total Amount" from monies otherwise due the Contractor. The term "Allowable Incentive-Disincentive Completion Date" as used in this Article shall mean the incentive-Disincentive Completion Date plus adjustments pursuant to this Article. This deduction shall be the disincentive for the Contractor's failing to timely complete the Contract Work Item. All Contract Articles relating to liquidated damages remain in effect and are applicable.

In the event the Contractor elects to exercise the incentive payment provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.

As to any Contract Work Item provided for herein, the Contractor will remain responsible for all such work and the continued maintenance thereof until such date as the Village final accepts all Work under the Contract in accordance with Contract conditions, and without regard to whether the Village has provided written verification of the actual completion date or not, and without regard to whether any incentive was earned or elected hereunder.

- 2.3 The Contractor shall prosecute the Work with faithfulness and diligence and the Work shall be substantially completed within Sixty (60) calendar days from the date specified in the Notice to Proceed ("Substantial Completion") so that the Village may occupy and use all or a portion of the Project for its intended purpose. Achievement of Substantial Completion requires acceptance by the Village that the Work is complete and in accordance with the Contract Documents so that the Village may occupy and use the Project for the purpose and use for which it was intended, and the permitting governmental authorities shall have issued final inspection and approval. The Work shall be fully completed in accordance with the Contract Documents within Seventy-Five (75) calendar days from the date specified in the Notice to Proceed ("Final Completion"), and on the date agreed to by Village when all Work has been completed in accordance with the Contract Documents,

including the satisfaction of all requirements in Section 3.3 of this Contract for final payment.

- 2.4 Time is of the essence throughout this Contract and there will be monetary damage to the Village in the event that the Work is not completed within the time fixed for completion in this Contract. In as much as the actual damages for such delay of performance is impossible to exactly determine, Contractor agrees that it shall be liable for and shall pay Village liquidated damages for all delay damages as set forth herein. Upon failure of Contractor to achieve Substantial Completion of the Contract within Sixty (60) calendar days from the date specified in the Notice to Proceed, Contractor shall pay to Village the sum of One Thousand Dollars (\$1,000) for each calendar day that the Contractor failed to achieve Substantial Completion. After Substantial Completion, should Contractor fail to complete the remaining Work and achieve Final Completion within Seventy-Five (75) calendar days from the date specified in the Notice to Proceed, Contractor shall pay to Village the sum of Five Hundred Dollars (\$500.00) for each calendar day after Substantial Completion that the Project has not achieved Final Completion and readiness for final payment. These amounts are not penalties but are liquidated damages payable by Contractor to Village for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by Village as a consequence of Contractor's delay and failure of Contractor to complete the Work on time.
- 2.5 Village shall inspect the Work and prepare and deliver to the Contractor a punchlist for the Work or portion thereof ("Punchlist"), which was inspected. This Punchlist shall list all items that Village has identified for correction or completion. When all items listed on the Punchlist have been corrected or completed to the satisfaction of Village, Village may certify Final Completion. Contractor understands and agrees that Final Completion cannot occur until such time as the Punchlist Work has been completed so that the Project can be occupied and used by Village for its intended purpose without disruption to Village.
- 2.6 Village is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to Village by Contractor exceeds monies due Contractor from Village, Contractor shall be liable and shall immediately upon demand by Village pay to Village the amount of said excess.

ARTICLE 3

CONTRACT PRICE

- 3.1 Village shall pay to Contractor for the performance of the Contract, the total lump sum of Two Hundred Ninety Seven Thousand, Nine Hundred and Forty Six and 80/100 Dollars (\$297,946.80) (the "Contract Price"). The Contract Price shall be full compensation for all Work, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law.

- 3.2 Village shall pay the Contract Price above pursuant to the following schedule:

The Contract Price shall be paid to Contractor upon Final Completion of the Work in accordance with the Contract Documents and acceptance by the Village and upon certification by the Village's Project Consultant that the Work is complete and in accordance with the Contract Documents ("Certification of Final Completion").

- 3.3 Upon Certification of Final Completion by the Village, the Contract Price shall be due and payable to Contractor within thirty (30) days after the following conditions are satisfied:

- (a) Inspection and submission of evidence of approval of all the Work requiring inspection by the Village and any governmental body, inspection organization, bureau or association having jurisdiction over the Work, within Contractor's responsibilities under this Contract;
- (b) Owner's approval of Contractor's final Application for Payment;
- (c) Assignment of all manufacturer's warranties or assignment of subcontractor's warranties on material or equipment installed;
- (d) Final disbursements which are related to the performance of the Work by Contractor or its subcontractors, sub-subcontractors, laborers or material suppliers;
- (e) Final waivers of lien from the Contractor and all vendors and subcontractors which have provided labor and/or materials for performance of the Work which shall accompany Contractor's application for final payment;
- (f) Contractor obtaining a certificate of completion or occupancy, as may be required;

It is mutually agreed that no payment made under this Contract shall be evidence of acceptance of defective or improper materials or workmanship.

- 3.4 Any payment by Village, including the final request for payment, does not constitute approval or acceptance by Village of any item of the Work nor shall it be construed as a waiver of any of the Village's rights hereunder or at law or in equity.
- 3.5 This Contract is subject to the condition precedents that: (i) Village funds are available and budgeted for the Contract Price; (ii) the Village secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the Village Council relative to the Project; and (iii) Village Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 4

CONTRACT DOCUMENTS

- 4.1 The Contract Documents, which comprise the entire agreement between the Village and the Contractor concerning the Work consist of (a) this Contract for Construction (including any change orders and amendments thereto), (b) the Plans and Specifications and Project Manual and all bidding documents or procurement documents for the Project, (c) the Contractor's bid or proposal for the Project, (d) Insurance Certificates, (e) Performance and Payment Bonds, (f) the Notice of Award, and (g) the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.
- 4.2 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 4.3 The Contract Documents shall remain the property of the Village. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Village's prior written authorization.

ARTICLE 5

INDEMNIFICATION

- 5.1 Contractor shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to this Contract, including by reason of any damage to property or bodily injury or death incurred or sustained by any party. The Contractor shall defend, indemnify, and hold the Village harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering Work pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The Contractor shall further defend, indemnify, and hold the Village harmless from all fines, citations, court judgments, insurance claims, restoration costs or other losses or liabilities arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to this Contract. The provisions of this section shall survive termination of this Contract.

ARTICLE 6

INSURANCE

CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to VILLAGE, naming the VILLAGE as an Additional Insured, underwritten by an insurance company rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the VILLAGE, its officials, employees, agents and volunteers naming the VILLAGE as additional insured. Any insurance maintained by the VILLAGE shall be in excess of the CONTRACTOR'S insurance and shall not contribute to the CONTRACTOR'S insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 16 and may be increased by the VILLAGE as it deems necessary or prudent.

- (a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- (b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the CONTRACTOR shall be allowed to provide Work pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- (c) Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- (d) **Certificate of Insurance.** Certificates of Insurance shall be provided to the VILLAGE, reflecting the VILLAGE as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by VILLAGE and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to VILLAGE prior to cancellation, termination, or material alteration of said policies or insurance. The CONTRACTOR shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the VILLAGE. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The VILLAGE reserves the right to inspect and return a certified copy of such policies, upon written request by the VILLAGE. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the VILLAGE before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the VILLAGE.

- (e) **Additional Insured.** The VILLAGE is to be specifically included as an Additional Insured for the liability of the VILLAGE resulting from Work performed by or on behalf of the CONTRACTOR in performance of this Agreement. The CONTRACTOR'S insurance, including that applicable to the VILLAGE as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the VILLAGE shall be in excess of and shall not contribute to the CONTRACTOR'S insurance. The CONTRACTOR'S insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- (f) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the VILLAGE. The CONTRACTOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- (g) The provisions of this section shall survive termination of this Agreement.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the Village to enter into this Contract, the Contractor makes the following representations and warranties:

- 7.1 Contractor represents the following:
 - 7.1.1 Contractor has examined and carefully studied the Contract Documents and any other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications.
 - 7.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.
 - 7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

- 7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the Village does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the Project site or for existing improvements at or near the Project site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the Project site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time as specified in Article 2 of this Contract and in accordance with the other terms and conditions of the Contract Documents.
- 7.1.5 Contractor is aware of the general nature of Work to be performed by the Village and others at the Project site that relates to the Work as indicated in the Contract Documents.
- 7.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Project site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.1.7 Contractor has given Village written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Village is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.1.8 The Contractor agrees and represents that it possesses the requisite skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to Village, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when

required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

7.2.1 Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.2.2 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Village has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the Village shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, County or Village. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project. The permits are:

Village Permits, including Public Works Right-of-Way Permit.

ARTICLE 8

DEFAULT AND TERMINATION

8.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the Contract Time, or if the Contractor shall fail to perform any material term set forth in the Contract Documents, or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the

benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Village may, upon seven (7) days written Notice of Termination, terminate the Work of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Village shall exceed monies due Contractor from Village, Contractor shall be liable and shall pay to Village the amount of said excess promptly upon demand therefore by Village. In the event it is adjudicated that Village was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by Village for convenience as described below.

- 8.2 This Contract may be terminated by the Village for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all Work performed through the date of termination to the satisfaction of the Village. In such event, the Contractor shall promptly submit to the Village its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.
- 8.3 Notwithstanding any provisions of the General Conditions and the Supplementary Conditions of the Contract Documents, the Village shall have the rights of termination set forth in this Section 8 without any requirement or condition precedent that a claim or dispute be subject to dispute resolution procedures or mediation. The Village shall have the right to terminate the Contract as set forth in this Section 8 without any requirement for dispute resolution or mediation.

ARTICLE 9

MISCELLANEOUS

9.1 No Assignment.

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village Manager.

9.2 Contractor's Responsibility for Damages and Accidents.

- 9.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by Village, and shall promptly repair any damage done from any cause.
- 9.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village.

9.3 Defective Work; Warranty and Guarantee.

- 9.3.1 Unless otherwise provided for in the Contract Documents, all materials and equipment incorporated into any Work covered by this Contract shall be new and of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Village. Contractor warrants to Village all labor, equipment and materials furnished or performed under this Contract against defects in materials and workmanship. Village shall have the authority to reject or disapprove Work which the Village finds to be defective. If required by the Village, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections, including the cost of testing laboratories and personnel.
- 9.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Village's Project Consultant, Village shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary, at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

9.3.3 The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed, regardless of whether the same were performed by the Contractor or by any of its subcontractors, for a period of one (1) year from the date of Substantial Completion as required by Florida law, unless longer warranties or guarantees are provided for elsewhere in the Contract Documents, in which case the longer periods of time shall prevail. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to Village all material and equipment warranties upon completion of the Work hereunder.

9.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4 **Legal Restrictions and Hours of Work.**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any road, right-of-way or access area, without the written consent of the Village or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, Chapter 17 of the Village Code. The Contractor shall not perform Work beyond the time and days provided herein without the prior written approval of the Village.

9.5 **Examination and Retention of Contractor's Records.**

9.5.1 Village or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract ("Records") for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with Section 119.0701, Florida Statutes.

9.5.2 The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of Village providing for retention and audit of records.

- 9.5.3 The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.
- 9.5.4 The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or his designee to any Records pertaining to Work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

9.6 **No Damages for Delay.**

Contractor shall not be entitled to and hereby waives any and all damages or any claim by reason of delay against Village, and shall have no claim other than for an extension of time by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, lost profits, overhead, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by Village. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above, Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the reasonable control of the Contractor. Should any delay, disruption, interference or hindrance be solely and intentionally caused by the Village, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon fifteen (15) days written notice to the Village.

9.7 **Authorized Representative.**

- 9.7.1 Before commencing the Work, Contractor shall designate a competent, authorized representative ("Authorized Representative") acceptable to Village to represent and act for Contractor and shall inform Village, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep Village informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of Village. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to Village, Contractor shall replace the unacceptable personnel with personnel acceptable to Village.

9.8 Taxes.

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.9 Utilities.

Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to Village. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10 Safety.

Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. Village shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.11 Cleaning Up.

Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall

promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Village at Contractor's expense.

9.12 Rights and Remedies.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.13 Public Entity Crimes Affidavit.

Contractor shall comply with Section 287.133, Florida Statutes, (Public Entity Crimes Statute) notification of which is hereby incorporated by reference, including execution of any required affidavit.

9.14 Capitalized Terms.

Capitalized terms shall have their plain meaning as indicated herein.

9.15 Independent Contractor.

The Contractor is an independent contractor under this Contract. This Contract does not create any partnership nor joint venture. Work provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to Work rendered under the Contract shall be those of the Contractor.

9.16 Payment to Sub-Contractors.

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the Village. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the Village.

9.17 **Liens.**

Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, Work or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village's reasonable attorneys' fees and costs incurred in connection therewith.

9.18 **Governing Law.**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.

9.19 **Waiver of Jury Trial; Attorneys' Fees.**

Village and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract for Construction, arising out of, under, or in connection with the Construction of the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

9.20 **Notices/Authorized Representatives.**

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with

postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: John C. Gilbert
Village Manager
88 W. McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Stephen Helfman, Esq.
Village Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For The Contractor:

Southeaster Engineering Contractors, Inc.
Attention: Eduardo Dominguez, Jr., President
12054 N.W. 98th Avenue
Hialeah Gardens, Florida 33018

SIGNATURE PAGES FOLLOW ON THE NEXT PAGES

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: VILLAGE OF KEY BISCAIYNE, FLORIDA, signing by and through its Village Manager authorized to execute same by Council action on April 28, 2015, and Southeastern Engineering Contractors, Inc., signing by and through Eduardo Dominguez, Jr., its President, duly authorized to execute same.

VILLAGE:

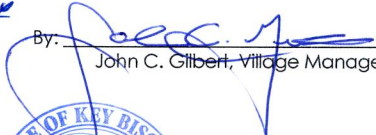
Attest:




Village Clerk

**Village of Key Biscayne, Florida, a Florida
municipal corporation**

By: _____


John C. Gilbert, Village Manager

Approved as to Form
and Legal Sufficiency:



Village Attorney



CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION
FORMAT, AS APPLICABLE.

ATTEST:


(Secretary)

CONTRACTOR:

**SOUTHEASTERN ENGINEERING CONTRACTORS,
INC., a Florida corporation**

By: 

Eduardo Domínguez, Jr., President



SOUTENG-01

STWIGGS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME	
	PHONE (A/C, No, Ext) (305) 822-7800 FAX (A/C, No) (305) 362-2443 E-MAIL ADDRESS	
INSURED Southeastern Engineering Contractors, Inc. 12054 NW 98th Avenue Hialeah Gardens, FL 33018	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: First Mercury Ins. Company	10657
	INSURER B: Ohio Security Insurance Company	24082
	INSURER C: Federal Insurance Company	20281
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 1 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		MICGL000005150501	01/31/2015	01/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		BAS58465090	01/31/2015	01/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
C	Leased/Rented		45468421	03/26/2015	03/26/2016	w/5000 Ded Applies 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Village of Key Biscayne
88 W. McIntyre Street
Key Biscayne, FL 33149

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Date
4/30/2015

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> <input type="checkbox"/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> <input type="checkbox"/>				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> E.L. Each Accident <input type="checkbox"/> E.L. Disease - Ea Employee <input type="checkbox"/> E.L. Disease - Policy Limits	OTH-ER \$1,000,000 \$1,000,000 \$1,000,000

Other Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Client ID: 92-67-201

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Southeastern Engineering Contractors, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.


Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

ISSUE 04-30-15 (EP)

Begin Date 2/25/2013

CERTIFICATE HOLDER	CANCELLATION
VILLAGE OF KEY BISCAYNE 88 W. MCINTYRE ST. KEY BISCAYNE, FL 33149	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. 

SECTION 00650
CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT THE First Mercury Ins. Co./Ohio Security Ins Co.

(Insurance Company)

Address c/o Collinsworth, Alter, Fowler & French LLC 8000 Governors Sq Blvd
of #301., Miami Lakes, FL 33016

has issued policies of insurance, as described below and identified by a policy number, to the insured named below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be canceled or changed so as to affect the interest(s) of the Village of Key Biscayne (hereinafter sometimes called the Owner) until thirty (30) days after written notice of such cancellation or change has been delivered to the Village Clerk, copy to Stantec Consulting Services Inc.

Insured Southeastern Engineering Contractors, Inc.

Address 12054 NW 98 Ave., Hialeah, FL 33018

Status of Insured: ☒ Corporation ☐ Partnership ☐ Individual

Location of Operations Insured Same as above

Description of Work: Utility Contractor

FERNWOOD & HEATER INTERSECTION IMPROVEMENTS
Village of Key Biscayne, Florida

INSURANCE POLICIES IN FORCE:

FORMS OF COVERAGE	POLICY NUMBER	EXP. DATE
* Worker's Comp. / Employers Liability	Not insured with our agency	
+ Comprehensive Automotive Liability	BAS56465090	1/31/2016
O Comprehensive General Liability	MICGL000005150501	1/31/2016
+ Excess Liability	N/A	
Other (Please specify type:		

Project Manual for K8 Drainage Improvements
Village of Key Biscayne

POLICY INCLUDES COVERAGE FOR:		
1. Additional Insured: Owner & Engineer	Blanket Add'l Ins. Included MICGL000003160501	1/31/2018
2. *Liability under the United States Longshoremen's and Harbor Worker's Compensation Act	N/A	
3. +All owned, hired, or non-owned automotive equipment used in connection with work done for the Owner	All owned autos , hired & Non-owned BAS60465030	1/31/2018
4. o Contractual Liability	Incl under General Liab	
5. o Damage caused by explosion, collapse or structural injury, and damage to underground utilities.	Incl under General Liab	
6. o Products / Completed Operations	Incl Under General Liab	
7. o Owners and Contractors Protective Liability	N/A	
8. o Personal Injury Liability	Incl under general liab	
9. + Excess Liability applies excess of: (a) Employers Liability (b) Comprehensive General Liability (c) Comprehensive Automobile Liability	N/A	
TYPES OF POLICY		
	Policy Number	Exp. Date
Worker's Compensation	Bodily Injury	\$ Statutory
Employers Liability	Bodily Injury	\$ Each Accident
	Disease	\$ Each Person
	Disease	\$ Policy Limit
Comprehensive Auto Liability	Combined Single Limit DI/PD	\$ 1,000,000. Each Accident
Comprehensive General Liability	Bodily Injury	\$ Each Occurrence \$ Aggregate

Project Manual for K8 Drainage Improvements
Village of Key Biscayne

	Property Damage	\$ Each \$ Aggregate
	OR	
	Combined Single Limit BI/PD Occurrence	\$ 1,000,000. Each \$ 2,000,000. Aggregate
Excess Liability	Combined Single Limit BI/PD	\$ Aggregate
Other		

The Insurance Company hereby agrees to deliver, within ten (10) days, two (2) copies of the above policies to the Engineer when so requested.

NOTE: Entries on this certificate are limited to the Authorized Agent or Insurance Company Representative.

Date 4/16/15

(SEAL) _____
Insurance Company

Issued at Miami Lakes, FL

Authorized Representative

Insurance Agent or Company

- Send two (2) copies to:

Village of Key Biscayne
Public Works Department
Village of Key Biscayne Village Hall
88 W. McIntyre Street
Key Biscayne, Florida 33149
Attention: Tony Brown -- Public Works Superintendent

END OF SECTION